



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Participation in Contracts for Replacement of Granular Activated Carbon for DBCP Treatment Systems

MEETING DATE: January 19, 2000

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council adopt the attached resolution authorizing the City Manager to execute the necessary agreements to purchase/regenerate granular activated carbon (GAC) from USFilter under the applicable terms of the City of Fresno's contract and to execute similar agreements with USFilter or other firms offering participation in contracts deemed in the best interest of the City for other wells requiring GAC replacement through the end of the 1999/2001 budget period.

BACKGROUND INFORMATION: The City of Lodi currently has six wells with treatment systems that use GAC to remove dibromochloropropane (DBCP). Well 4R's treatment system went off line in October 1999 due to the GAC no longer able to remove DBCP to the required 0.2 parts-per-billion level. Three other treatment systems are anticipated to require GAC replacement during the 1999/2001 budget period.

The City of Fresno solicited bids for the purchase and regeneration of GAC used in DBCP treatment systems. Fresno has numerous GAC treatment systems and received prices commensurate with its volume of GAC purchases. USFilter (formerly Northwestern Carbon) had the lowest bid for the City of Fresno (copy attached) on the items Lodi is requiring. Northwest Carbon furnished the City of Lodi with GAC in the past and constructed the GAC vessels at Well 4R. The City Attorney has reviewed the attached offer allowing the City to purchase carbon under the terms of the City of Fresno contract.

FUNDING: The money for this project will be coming from the Water Utility Funds' DBCP Operations and Maintenance account which, in part, is reimbursed under the terms of the DBCP settlement.

Project Estimate: \$200,000

Budgeted: 1999/2000 Operating Budget

Funding Available:

Vicki M. Little
Finance Director

Richard C. Prima, Jr.
Richard C. Prima, Jr.
Public Works Director

Prepared by Frank Beeler, Assistant Water/Wastewater Superintendent

RCP/FB/frb

Attachments

cc: City Attorney
Purchasing Officer

APPROVED: _____

H. Dixon Flynn
H. Dixon Flynn -- City Manager

USFILTER/ WESTATES

FAX

Date 12-17-99

Number of pages including cover sheet 2

TO: Mr. Frank Beeler
City of Lodi

Phone 209-333-6740

Fax 209-333-6841

FROM: TERRY THORNDYKE
USFILTER WESTATES
11711 Reading Road
P.O. Box 130
Red Bluff, CA. 96080
Phone 530-527-2664
Fax Phone 530-527-0544

RE: Price Confirmation

REMARKS: ☐ Urgent ☐ For your review ☒ Reply ASAP ☐ Please Comment

Thank you for your request for confirmation of the GAC replacement pricing for three 30,000 lb. vessels at city Well Site No. 4R. Your fax of 12-13-99 contained the itemized summary of the complete service pricing. This pricing is correct and attached you will find the signed confirmation.

Please be advised that this pricing proposal includes the following guarantee:

Virgin GAC charge will be bacteria free. If bacteria tests performed by the city exceed allowable levels, USFilter Westates will provide remedy in a timely manner at no cost to the City.

The acquisition of NWC by USFilter Westates has expanded our production capacity by contracting with multiple manufacturing facilities. Upgrades and improvements at existing manufacturing facilities directed by USFilter Westates has resulted in increased activity characteristics of a wide variety of incoming virgin carbons. We are confident that there are no carbons available for potable water applications that are of higher quality, safer or will perform longer than those supplied by USFilter Westates. Therefore, included in the above pricing is the following performance based guarantee:

USFilter Westates guarantees that the new virgin carbon charge to be installed at Well Site No. 4R will meet specifications and will perform a minimum of 10% longer than the existing charge. Performance duration will be determined by the City based on gallons of water processed under similar flow rates and contaminant concentrations. Similar is defined as a variance that does not exceed 7%.

In the event that the new carbon charge results in a shorter life than guaranteed, and adjustment in the following replacement beds will be applied accordingly (i.e. a bed life identical to the existing charge would result in a 10% reduction in the price of the following charge or a bed life of 95% of the existing charge would result in a 15% reduction in the following charge price, and so on). There, of course, will be no additional charge for bed life in excess of the expected additional 10% guaranteed life.

We are highly focused on providing the highest quality in products and service at the most favorable pricing to our local GAC system owners. Your business is very important to us and we are committed to insuring your complete satisfaction on the upcoming project.

1 copy

CITY OF LODI

Public Works Department

U.S. Filter

ITEM	QTY UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3 Ea.	Removal of adsorption vessel contents and transport to reactivation/disposal/destruction facility.	\$ 1,000	\$ 3,000
2	3 Ea.	Reactivation/dispose of/destroy adsorption vessel contents.	\$ 1,000	\$ 3,000
3	60,000 Lbs.	Deliver and install virgin Bituminous GAC by bulk pneumatic trailer.	\$ 0.519	\$ 46,710
TOTAL COST:				\$ 52,710

PRICING CONFIRMED 12/17/99
U S FILTER WESTATES

James D. Thompson



WESTATES
P.O. BOX 130
RED BLUFF, CA 96080-0130

TELEPHONE 530-527-2664
800-795-2664
FACSIMILE 530-527-0544

9-7-99

Mr. Frank Beeler
City of Lodi
1331 So. Ham Lane
Lodi, CA 95242

Dear Frank:

Regarding our conversation, the following will summarize the window of opportunity that exists for the City of Lodi.

As you know, NORTHWESTERN CARBON (NWC) was purchased by USFilter Westates. NWC has been providing potable water spent Granular Activated Carbon (GAC) removal and replacement service for many years, supplying both virgin carbons and recycled carbons complying with State of California DOHS Policy 94-005.

In October 1998 the City of Fresno issued a formal, public solicitation for GAC supply and on-site service. NWC was the successful bidder for the supply of virgin bituminous coal based 8x30 mesh carbon LB-830 and the bituminous coal carbon recycling service. LB-830 is a premium quality carbon that has been Certified by Underwriters Laboratories to ANSI/NSF Standard 61 and is the most common GAC currently in service in California potable water systems.

NWC received a contract from the City of Fresno for the supply of products and services dated 12-8-98. The term of the contract is one year with options to extend for two additional years and the contract pricing is the lowest ever offered in California for carbon supply and service. I've attached a copy for your review. NWC is now doing business as USFilter Westates and all existing contracts remain in force without alteration.

It is a common practice for public agencies to "tack on" or "piggy back" on to neighboring community competitively bid public agency contracts for identical products and services. This practice eliminates duplicating the costly bid process while insuring the most competitive pricing. In fact, "piggy back" agreements on the previous Fresno/NWC contract were enjoyed by several California municipal potable water system owners over the past three years.

This letter is USFilter Westates' invitation for you to "piggy back" on this new Fresno/NWC contract. Your acceptance of this invitation will entitle your agency to all contract terms and pricing, including the extension options. You may validate this exclusive offer by simply acknowledging a copy of this letter in the space provided and returning it to me by Sept. 24, 1999 or by issuing other documentation of your choice (purchase order, contract, etc.) referencing the Fresno contract. As quantity requirements may differ, you may estimate a potential contract dollar amount with the caveat that the City, at its sole discretion, may elect to issue orders for more, less, or no products or services during the contract period.

With the acquisition of NWC, USFilter Westates is the undisputed leader in the supply of potable water carbons and service to municipal systems in this area. This position has been earned by taking a leadership roll in the overall reduction of capital and O&M costs to GAC system owners while advancing the quality of products and service. This offer to provide vital products and services to all municipal GAC system owners at the most competitive pricing is an example of the USFilter Westates commitment to the local potable water industry.

We're looking forward to continuing our long term mutually beneficial association.

Sincerely,



Terry Thorndyke
Municipal Market Manager

ACKNOWLEDGEMENT

_____, a public agency, elects to "piggy back" on to the City of Fresno Contract for products and services and may, from time to time, place orders to USFilter Westates under contract pricing, terms, and conditions. We estimate our requirements to be \$ _____ over the next 12 months. It is understood, however, that there is no obligation to purchase any products or services in any quantity.

By _____ Date _____

City of



Purchasing Division
2101 "G" Street • Fresno, California 93706-1675
209-498-1332 • FAX 209-488-1069

Department of Administrative Services

Andrew T. Souza
Controller/Director of Administrative Services

December 8, 1998

Northwestern Carbon
11711 Reading Road
Red Bluff, CA 96080

SUBJECT: NOTICE TO PROCEED
REQUIREMENTS CONTRACT TO PROVIDE GRANULAR ACTIVATED
CARBON AND/OR REMOVAL OF SPENT GRANULAR ACTIVATED
CARBON - SECTIONS I, II AND III
BID FILE NO. 8184-902

Dear Mr. Moser:

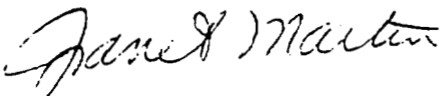
Enclosed you will find an executed copy of a Requirements Contract to Provide Granular Activated Carbon and/or Removal of Spent Granular Activated Carbon for Bid Sections I, II and III. The contract shall be in effect for one year from the date of the Notice to Proceed. The contract may be extended for two (2) one-year extensions. The aggregate term of the contract, including all extensions, shall not exceed three years.

Purchase order number PO52237CQ in the amount of \$78,240.00 has been issued for accountability purposes and this number should appear on your invoice. This purchase order is in effect only until June 30, 1999 or until funds encumbered are depleted. New purchase orders may be issued after that date or for additional encumbrances.

If you have any questions regarding this contract, please do not hesitate to call.

Sincerely,

PURCHASING DIVISION



467 Karin E. Taggart
Purchasing Manager

KET:js

Enclosures: 3

CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a municipal corporation, hereinafter called the "City" and **Northwestern Carbon**, hereinafter called the "Contractor," as follows:

1. The "Notice Inviting Bids", "Instructions to Bidders", "Bid Proposal", and the "Specifications" including "General Conditions", "Special Conditions", and "Technical Conditions" for:

REQUIREMENTS CONTRACT TO PROVIDE GRANULAR ACTIVATED CARBON AND/OR REMOVAL OF SPENT GRANULAR ACTIVATED CARBON, SECTIONS I, II AND III

BID FILE NO. 8184-902

copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, including Performance and Payment Bonds, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. For the estimated monetary consideration of **SEVENTY EIGHT THOUSAND, TWO HUNDRED FORTY DOLLARS AND NO CENTS (\$78,240.00)**, as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the specifications, all of the items as set forth in the Contract Documents.

3. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION**: The Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeiture, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract

The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeiture, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

If the contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, and hold harmless the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

NORTHWESTERN CARBON
Contractor

By: _____

Robert S. Perry
(Type or print Written Signature.)

Title: President

Dated: November 17, 1998

CITY OF FRESNO
A Municipal Corporation

By: _____

Title: Purchasing Manager

Dated: December 8, 1998

APPROVED AS TO FORM:

City ATTORNEY

By: _____

Deputy

ATTEST:

CITY CLERK

By: _____

Deputy

DEPARTMENT OF ADMINISTRATIVE SERVICES-PURCHASING DIVISION

2101 "G" STREET, BUILDING "A", FRESNO, CALIF. 93706-1675
PHONE (209) 498-1332 FAX (209) 488-1069

PURCHASE ORDER NUMBER

PO50037 00

DATE ▶

12/02/98

*This No. must appear on
all Payment and Delivery
Correspondence*

CITY OF FRESNO
DEPT. OF PUBLIC UTILITIES - WATER DIV.
1910 E. UNIVERSITY / ATTN: MIKE WELLS
FRESNO CA 93703

007706
NORTHWESTERN CARBON
P.O. BOX 130

RED BLUFF

CA 96080

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H
I
P
T
O

CITY OF FRESNO
DEPT. OF PUBLIC UTILITIES - WATER DIV.
1910 E. UNIVERSITY / ATTN: MIKE WELLS
FRESNO CA 93703

DELIVERY DATE	EXPIRATION DATE	FOB/SHIP VIA	DISCOUNT TERMS	DIVISION	BUYER	REQUISITION NO.	PER REC. NO.	PAGE
07/98	12/07/99	DEPT		5703	RD	RY92592		1

QTY	QUANTITY	UNIT	COMMODITY CODE	DESCRIPTION	UNIT COST	TOTAL COST
1.00	LOT 5703-8184902			REQUIREMENTS CONTRACT REQUIREMENTS CONTRACT SECTIONS I, II AND III. THIS PURCHASE ORDER IS FOR ACCOUNTABILITY PURPOSES ONLY IN SUPPORT OF A REQUIREMENTS CONTRACT AWARDED BY CITY COUNCIL ON NOVEMBER 10, 1998 FOR GRANULAR ACTIVATED CARBON. - BID FILE 8184-902 - THE CONTRACT WILL BE IN EFFECT FOR 12 MONTHS FROM THE DATE OF THE NOTICE TO PROCEED. THIS PURCHASE ORDER WILL BE IN EFFECT FOR ALL DELIVERIES UNTIL FUNDS ENCUMBERED HEREIN ARE DEPLETED. A NEW PURCHASE ORDER WILL BE ISSUED FOR DELIVERIES AFTER THE TWELVE MONTH PERIOD FOLLOWING THE NOTICE TO PROCEED.. THE CITY WILL ACQUIRE AND PAY FOR ONLY THOSE QUANTITIES IT NEEDS AND RECEIVES DURING THE LIFE OF THE CONTRACT. THE CITY WILL CALL FOR RELEASES AGAINST THIS PURCHASE ORDER. SUBMIT INVOICE(S) MONTHLY TO: FRESNO WATER DIVISION 1910 E. UNIVERSITY FRESNO, CA. 93703 CONTINUED. NEXT PAGE	78,240.0000	78,240.00

INDEX	ACCOUNTING INFORMATION	PAID	INVOICE	TOTAL
INDEX	SOBJ PROJECT AMOUNT	AMOUNT	NO.	

IMPORTANT INSTRUCTIONS

- ALL DELIVERIES MUST BE FOB DESTINATION UNLESS OTHERWISE SPECIFIED ABOVE.
- PACKING LIST MUST ACCOMPANY ALL MERCHANDISE DELIVERED ON THIS ORDER.
- CITY OF FRESNO RESERVES THE RIGHT TO CANCEL THIS ORDER IF GOODS NOT SHIPPED AS DIRECTED.
- IF THIS PRODUCT CONTAINS ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE STATE OF CALIFORNIA, DIRECTOR OF INDUSTRIAL RELATIONS MATERIAL SAFETY DATA SHEET MUST ACCOMPANY DELIVERY.

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REQUIREMENTS CONTRACT TO PROVIDE GRANULAR ACTIVATED CARBON
AND/OR REMOVAL OF SPENT GRANULAR ACTIVATED CARBON

TERM OF CONTRACT The Contract shall be in effect for one year from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO THE PURCHASING MANAGER OF THE CITY OF FRESNO:

The undersigned Bidder proposes to furnish to the City of Fresno, in accordance with the Specifications annexed hereto and made a part hereof, the following item(s) **delivered F.O.B. Destination, Freight Prepaid & Allowed, to the jobsite as specified in the Special Conditions of these specifications**, and at the prices set forth in the following bid item(s):

SECTION I - REMOVAL OF GAC WITH INSTALLATION OF BITUMINOUS GAC

<u>BID</u>				
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ <u>1,000</u>	\$ <u>2,000</u>
2.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ <u>1,000</u>	\$ <u>2,000</u>
3.	40,000 Lbs.	Deliver and install virgin Bituminous GAC by bulk pneumatic trailer	\$ <u>0.519/Lb</u>	\$ <u>20,760</u>
<u>TOTAL NET BID AMOUNT FOR SECTION I:</u>				\$ <u>24,760</u>

The Total Net Bid Amount for Section I is Twentv Four Thousand
Seven Hundred Sixty Dollars and No Cents.

The City, on occasion, due to inaccessibility to a well site may require delivery and/or installation by Super Sack. It is necessary to have cost information provided.

Option: A
Deliver and Install by vendor
by Super Sack \$ 0.649/Lb

Option: B
Delivery by Super Sack
Install by City forces \$ 0.579/Lb

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
4.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ <u>1,000</u>	\$ <u>2,000</u>
5.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ <u>1,000</u>	\$ <u>2,000</u>
6.	40,000	Lbs. Deliver and Install virgin Coconut GAC by bulk pneumatic trailer	\$ <u>0.739</u> /Lb	\$ <u>29,560</u>

TOTAL NET BID AMOUNT FOR SECTION II:

\$ 33,560

The Total Net Bid Amount for Section II is Thirty Three Thousand
Five Hundred Sixty Dollars and No Cents.

The City, on occasion, due to inaccessibility to a well site may require delivery and/or installation by Super Sack. It is necessary to have cost information provided.

Option: A
 Deliver and Install by vendor
 by Super Sack \$ 0.859/Lb

Option: B
 Delivery by Super Sack
 Install by City forces \$ 0.780/Lb

SECTION III - REMOVAL OF GAC WITH INSTALLATION OF REACTIVATED GAC

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ <u>1,000</u>	\$ <u>2,000</u>
8.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ <u>1,000</u>	\$ <u>2,000</u>
9.	40,000	Lbs. Deliver and Install reactivated GAC by bulk pneumatic trailer	\$ <u>0.398</u> /Lb	\$ <u>15,920</u>

_____ Nine Hundred Twenty _____ Dollars and _____ No _____ Cents.

The City, on occasion, due to inaccessibility to a well site may require delivery and/or installation by Super Sack. It is necessary to have cost information provided.

Option: A
Deliver and Install by vendor
by Super Sack \$ 0.430 /Lb

Option: B
Delivery by Super Sack
Install by City forces \$ 0.350 /Lb

SECTION IV - REMOVAL OF GAC WITH INSTALLATION OF LIGNITE GAC

<u>BID</u>				
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
10.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ _____	\$ _____
11.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ _____	\$ _____
12.	31,680	Lbs. Deliver and Install virgin Lignite GAC by bulk pneumatic trailer	\$ _____/Lb	\$ _____
<u>TOTAL NET BID AMOUNT FOR SECTION IV:</u>				<u>\$ No Bid</u>

The Total Net Bid Amount for Section IV is _____ No Bid _____
_____ Dollars and _____ Cents.

The City, on occasion, due to inaccessibility to a well site may require delivery and/or installation by Super Sack. It is necessary to have cost information provided.

Option: A
Deliver and Install by vendor
by Super Sack \$ _____/Lb

Option: B
Delivery by Super Sack
Install by City forces \$ _____/Lb

<u>BID</u>				
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
13.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility. (LIGNITE)	\$ _____	\$ _____
14.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ _____	\$ _____
15.	31,680	Lbs. Deliver and Install virgin Lignite GAC by bulk pneumatic trailer	\$ _____/Lb	\$ _____
<u>TOTAL NET BID AMOUNT FOR SECTION V:</u>				\$ No Bid

The Total Net Bid Amount for Section V is No Bid

_____ Dollars and _____ Cents.

The City, on occasion, due to inaccessibility to a well site may require delivery and/or installation by Super Sack. It is necessary to have cost information provided.

Option: A
Deliver and Install by vendor
by Super Sack \$ _____/Lb

Option: B
Delivery by Super Sack
Install by City forces \$ _____/Lb

SECTION VI - REMOVAL OF BITUMINOUS, COCONUT OR REGENERATED GAC ONLY

<u>BID</u>				
<u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
16.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ <u>1,000</u>	\$ <u>2,000</u>
17.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ <u>1,000</u>	\$ <u>2,000</u>

The Total Net Bid Amount for Section VI is FOUR THOUSAND
----- Dollars and No Cents.

SECTION VII - REMOVAL OF LIGNITE GAC ONLY

<u>BID</u> <u>ITEM</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
18.	2 Ea.	Removal of adsorption vessel contents and transportation to reactivation/disposal/destruction facility.	\$ <u> </u>	\$ <u> </u>
19.	2 Ea.	Reactivate/dispose of/destroy adsorption vessel contents.	\$ <u> </u>	\$ <u> </u>

TOTAL NET BID AMOUNT FOR SECTION VII: e No Bid

The Total Net Bid Amount for Section VII is No Bid
----- Dollars and ----- Cents.

BID PROPOSAL SUMMARY

TOTAL NET BID AMOUNT	SECTION I	\$ <u>24,760</u>
TOTAL NET BID AMOUNT	SECTION II	\$ <u>33,560</u>
TOTAL NET BID AMOUNT	SECTION III	\$ <u>19,920</u>
TOTAL NET BID AMOUNT	SECTION IV	\$ <u>No Bid</u>
TOTAL NET BID AMOUNT	SECTION V	\$ <u>No Bid</u>
TOTAL NET BID AMOUNT	SECTION VI	\$ <u>4,000</u>
TOTAL NET BID AMOUNT	SECTION VII	\$ <u>No Bid</u>

TOTAL NET BID AMOUNT FOR SECTIONS I THROUGH VII: \$ 82,240

The Total Net Bid Amount for Sections I through VII is Eighty Two
Thousand Two Hundred Forty Dollars and No Cents.

RESOLUTION NO. 2000-07

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
CITY MANAGER TO EXECUTE NECESSARY AGREEMENTS TO
PURCHASE/REGENERATE GRANULAR ACTIVATED CARBON (GAC)
FOR DBCP TREATMENT

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WHEREAS, the City of Lodi currently has six wells with treatment systems that use GAC to remove DBCP from the water wells; and

WHEREAS, Well 4R's treatment system went off line in October 1999 due to the GAC no longer able to remove DBCP to the required 0.2 parts-per-billion level; and

WHEREAS, three other treatment systems are anticipated to require GAC replacement during the 1999/2001 budget period; and

WHEREAS, the City of Fresno solicited bids for the purchase and regeneration of GAC used in DBCP treatment systems and has received prices commensurate with its volume of GAC purchases; and

WHEREAS, USFilter (formerly Northwestern Carbon) had the lowest bid for the City of Fresno on the items Lodi is requiring, and Northwestern Carbon has furnished the City of Lodi with GAC in the past and constructed the GAC vessels at Well 4R; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute the necessary agreements to purchase/regenerate GAC from USFilter under the applicable terms of the City of Fresno's contract and to execute similar agreements with USFilter or other firms offering participation in contracts deemed in the best interest of the City for other wells requiring GAC replacement through the end of the 1999/2001 budget period.

NOW THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute the necessary agreements to purchase/regenerate GAC from USFilter under the applicable terms of the City of Fresno's contract and to execute similar agreements with USFilter or other firms offering participation in contracts deemed in the best interest of the City for other wells requiring GAC replacement through the end of the 1999/2001 budget period.

Dated: January 19, 2000

=====

I hereby certify that Resolution No. 2000-07 was passed and adopted by the Lodi City Council in a regular meeting held January 19, 2000 by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Land, Nakanishi, Pennino and Mann
(Mayor)

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


ALICE M. REIMCHE
City Clerk